



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NATIONAL TRAINING CENTER & FORT IRWIN
916TH SUPPORT BRIGADE
FORT IRWIN, CALIFORNIA 92310-5000

MEMORANDUM OF UNDERSTANDING
BETWEEN
916TH SUPPORT BRIGADE
AND
TOTAL METAL RECYCLING, INC.

SUBJECT: Services for 916th Support Brigade Ammunition Supply Point Munitions Residue Recycling

1. **PURPOSE:** This Memorandum of understanding (MOU) covers the removal, demilitarization, and sale, of expended firing brass, unserviceable ammunition, ammunition shrapnel, and ammunition packaging from the 916th Support Brigade Ammunition Supply Point (ASP), Fort Irwin, California 92310, by TOTAL Metal Recycling, Inc. hereinafter referred to as (TMR).

2. **SCOPE:** Removal, demilitarization, and sale of expended firing brass (from live and blank cartridges including all gleanings and residue), unserviceable small caliber ammunition, ammunition shrapnel, and ammunition packaging from the 916th Support Brigade ASP on a quarterly basis. Henceforth throughout this scope these items will collectively be referred to as "MUNITIONS RESIDUE".

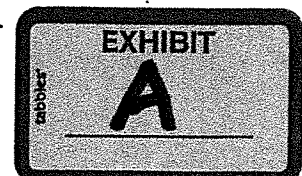
3. **GENERAL SPECIFICATIONS:**

a. Munitions Residue handling services covered under this MOU will commence within 30 days of the date of the final signature which formalizes this agreement and will continue on what is generally expected to be a quarterly basis until the MOU is rescinded by either party.

b. Once the combined volume of munitions residue at the 916th Support Brigade ASP reaches approximately 40,000 lbs, a designated government representative of the 916th Support Brigade ASP will call TMR to make notification that sufficient material is available for inspection/demilitarization/shipment. The date to start pick up and/or demilitarization operations will be coordinated with TMR's designated representative.

c. All Munitions Residue will have to be rendered unusable for firing and demilitarized by the contractor at a pre-designated location that is in compliance with the applicable and relevant regulations of the Dept. of Transportation, State of California and Federal Environmental agencies, Dept. of Defense, US Army, and Fort Irwin. To the maximum extent possible all Munitions Residue will be recycled in a manner that provides the highest revenue back to the Fort Irwin QRP.

4. **RESPONSIBILITIES:**



MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

a. 916th Support Brigade:

- (1) 916th Support Brigade will provide QASAS oversight, forklift and personnel at the 916th Support Brigade ASP to assist in loading pallets on to the truck for transportation. The Contractor must coordinate ten (10) days prior to quarterly pickup with the 916th Support Brigade ASP Accountable Officer to verify personnel and equipment are available. All material must be picked up between Monday and Friday during normal business hours (hours of operation are 0800-1600). No pick-ups will be scheduled on Saturdays, Sundays, or on Federal Holidays.
- (2) 916th Support Brigade will notify TMR, in writing, which government personnel are authorized to make shipment notification and pick up arrangements. Contact information for the designees will also be provided. Notification is to occur within 15 days of the date of the last signature that formalizes this agreement.
- (3) A DD1149 or Shipping Document will be prepared and issued by the 916th Support Brigade ASP to TMR for transport of the materials.
- (4) The 916th Support Brigade ASP will validate the net weight of each category of material being picked up. (by deduction of tare weight of shipping packages)
- (5) The 916th Support Brigade ASP shall ensure that the material being picked up is dry and clean of foreign matter. If 916th Support Brigade determines that any containers contain foreign matter, they will call TMR for a joint evaluation and re-pricing of the subject material lot.

b. TMR:

- (1) Material will be loaded in certified containers, sorted, palletized, and prepared for shipment by TMR. To this end, TMR shall provide the containers and means to palletize residue for transport.
- (2) TMR is responsible for providing all supplies, materials, equipment, labor, transportation, oversight, documentation, recycling/reuse, and the Qualified Recycling Program (QRP) revenue market required for the execution of the munitions residue handling services specified in this MOU, unless it is specified otherwise within the MOU. In no manner shall the contractor utilize the services of the Fort Irwin on-site recycling center for execution of these services.
- (3) TMR is responsible for furnishing containers for the spent segregated brass to be staged at the 916th Support Brigade ASP, demilitarizing the expended firing brass, gleanings, or other munitions items and for the transportation of the materials from Fort Irwin to a predetermined processing site.

MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

TMR will also remove, ammunition shipping crates, ammunition original packaging and cans, including metal storage containers from the 916th Support Brigade ASP.

Prior to commencement of any shipments TMR must provide evidence of the ability to demilitarize any munitions residue requiring such action and thereafter shall provide to the 916th Support Brigade ASP documentation for all items removed from the 916th Support Brigade ASP that required demilitarization have received it.

- (4) TMR and/or a designated representative will arrive at the 916th Support Brigade ASP with the necessary equipment to transport the munitions residue and/or with a mobile demilling machine and trailer to demil any items that require it. TMR will provide certification of demilitarization to Fort Irwin and the 916th Support Brigade ASP.
- (5) TMR must directly coordinate ten (10) days prior to quarterly pickup with the 916th Support Brigade ASP Accountable Officer to verify personnel and equipment are available. All material must be picked up between Monday and Friday during normal business hours (hours of operation are - 0800-1600). No pick-ups will be scheduled on Saturdays, Sundays, or on Federal Holidays.
- (7) TMR will notify 916th Support Brigade ASP, in writing, which contract personnel are authorized to make shipment notification and pick up arrangements. Contact information for the designees will also be provided. Notification is to occur within 15 days of the date of the last signature that formalizes this agreement.

5. Administrative Requirements

a. Invoices/Payment:

(1) In consideration for the materials rendered, the Contractor agrees to pay the recycling program within 30 days from the presentation of invoice of said material (quarterly pick-up date), or on expiration of this MOU, whichever occurs first.

(2) Payment shall be mailed to:

COMMANDER USAG FORT IRWIN
Directorate of Resource Management
ATTN: IMWE-IRW-PWB, PO Box 105079
Fort Irwin, CA 92310-5079

MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

(3) Payment shall be addressed as Payable to:

"FORT IRWIN RECYCLING PROGRAM"

(4) Payment shall be made in negotiable instruments, money orders or checks. Checks accepted with a guarantee of credit from issuing bank.

b. Payment rates.

c. TMR may use the scales at building 7720, located adjacent to the 916th Support Brigade Bulk Petroleum Storage Facility, to determine shipment weights. All weights must be validated by a representative of the 916th Support Brigade ASP. TMR is authorized to bring a known weight to verify the accuracy of the scales at building 7720. TMR may make an unannounced visit during normal duty hours to spot check the accuracy of the scales. TMR shall appoint, in writing, an individual or individuals who will be authorized to certify the weight of containers when picked up at the 916th Support Brigade ASP. Both TMR's authorized representative and the 916th Support Brigade ASP representative shall be present to certify the weight by signing the weight ticket.

d. The Contractor assumes complete liability for all taxes applicable to its property, income, and all of its transactions arising out of or in connection with the performance of this contract. The Contractor will not be reimbursed for any direct or indirect tax imposed on it by reason of this MOU or otherwise.

e. Fort Irwin may, at their option, impose a \$25.00 administrative charge on dishonored checks received from the contractor for the payment of recyclable materials.

MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

f. TMR is to provide Fort Irwin a current copy of their ATF license and insurance information.

6. Special Requirements:

a. Indemnity. TMR and its associated sub-contractors, hereafter collectively referred to as "the contractor", agrees to indemnify and hold harmless Fort Irwin and the 916th Support Brigade ASP, the United States (including its agencies and instrumentalities), and their officers, agents and employees against liability and against any and all claims for loss, death, injury, or property damage (including costs and expenses incidental thereto), arising out of, or in connection with, performance of this MOU, any of the activities or actions of the contractor, subcontractors, representatives, agents, or employees while performing this MOU, or any of the contractor's activities or actions.

b. Damage to government property. Any damage to Government property during the contractors' removal operations is the responsibility of the contractor, if deemed by the Government that the contractor or his/her employee was at fault, will be repaired at the contractor's expense, to its original state or a reasonable facsimile thereof to the satisfaction of the Government.

c. Operator Licensing and Insurance. All Contractor personnel shall have a valid driver's license, other permits required by local or State Authorities, an identification badge issued by their company (prominently displayed on the exterior of their clothing while on the installation) and have proof of liability insurance, in the vehicle, when entering the Government Installation.

d. Weapons/Firearms Control. Contractor personnel will not transport, possess, or use privately owned dangerous weapons on government-operated installations or facilities. "Dangerous Weapons" include all forms of firearms, missile-throwing devices (e.g. bow and arrow), switch blade or automatic blade knives, knives with blades in excess of three inches, ammunition and pyrotechnics, fireworks, bludgeons (e.g. Num-chucks), brass knuckles, shooting pens, and similar devices. Unauthorized dangerous weapons will be confiscated and impounded by government law enforcement and security personnel. A State issued weapons permit does not supersede this contract provision.

e. Dangerous property. The Contractor is cautioned that articles or substances of a dangerous nature may remain in the property (Munitions Residue) regardless of the care exercised to remove same. The Government assumes no liability for damages to the property of the Contractor or for personal injuries, disabilities or death of the Contractor, his/her employees or to any other person arising from, or incident to, the purchase of this recyclable Munitions Residue material. The Contractor shall hold the Government harmless from any and all demands, suits, actions, or claims of whatsoever nature arising from, or out of, the purchase of this recyclable Munitions Residue material.

f. Scrap Warranty. The Contractor represents and warrants that the property (Munitions Residue) will be used only as scrap, in its existing condition or after further preparation, and will not be resold until:

MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

- (1) Scrapping/demilitarization has been accomplished, or;
- (2) The Contractor obtains an identical warranty from any subsequent purchaser.

g. Safety and Security Regulations. During the course of performance of this contract the Purchaser, its agents, servants or employees shall conform to all installation, safety and security regulations, which are in effect at the time of removal/pick-up of the property.

h. The contractor shall at his own expense, procure and maintain during the term of this MOU, a minimum level of insurance as follows:

(1) Standard Workman Compensation and Employer's Liability Insurance as may be proper under State and Federal Statutes. However, upon receipt of satisfactory evidence that the contractor is qualified as a self-insurer under applicable provisions of law, the parties may waive this requirement.

(2) General Liability Insurance in the amount of not less than \$1,000,000 per occurrence.

(3) Automobile Liability Insurance in the amount of not less than \$200,000 per person and \$1,000,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage.

i. The contractor is warned that these items are potentially dangerous property that may be explosive, notwithstanding USAG efforts to render this property harmless. The contractor agrees to be fully responsible for protecting the environment and all persons and property against these dangers and/or hazards at its sole risk and peril.

7. Amendment and Termination: Either party may affect changes to the MOU by giving sufficient notice of the requested change in writing, and by signature of all parties concerned.

The MOU may be terminated by either party upon 60 day written notice to the other party. The 916th Support Brigade may terminate this agreement without notice should the Army declare that termination is required in the interest of State or National security.

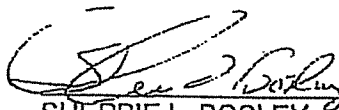
ADDRESSES:

COMMANDER, 916 th SUPPORT BRIGADE P.O. Box 105017 BLDG. 587 Fort Irwin, CA 92310 Label envelope as: "OFFICIAL BUSINESS"	TOTALL Metal Recycling, Inc. Attn: Dennis Meyer 2700 Missouri Avenue Granite City, IL 62040 FAX: 618-877-0591
--	---

MEMORANDUM OF UNDERSTANDING – 916TH SUPPORT BRIGADE AND TMR
SUBJECT: Services for 916th Support Brigade ASP Munitions Residue Recycling

8. **Effective Date:** This MOU becomes effective upon signature by all parties. The MOU will be reviewed annually to determine requirements, or changes, for continuance.

9. This MOU formalizes an agreement of the general terms and conditions of the effort contemplated by the undersigned parties.



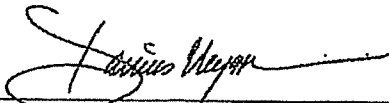
SHERRIE L. BOSLEY

COL, LG

Commanding

22 Sep 2011

(Date)



DENNIS MEYER

Commercial Manager

TOTAL Metal Recycling, Inc.

29 Sep 2011

(Date)



DEPARTMENT OF THE ARMY
OFFICE OF THE STAFF JUDGE ADVOCATE
FORT IRWIN, CALIFORNIA 92310-5072

REPLY TO
ATTENTION OF:

AFZI-JA

13 September 2011

MEMORANDUM FOR Commander, 916th Support Brigade, Fort Irwin, California 92310

SUBJECT: Legal Review of MOU for Ammunition Recycling for Fort Irwin Recycling Program

1. I have reviewed the subject MOU and find that it is legally sufficient.
2. All proceeds from the sale of recyclable materials shall be credited, used and transferred in accordance with 10 U.S.C. Section 2577(b).
3. The point of contact for this memorandum is the undersigned at (760) 380-7579.

REBECCA WAHL-RONZAN
CPT, JA
Administrative Law Attorney